

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3093-6951		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0057	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 6541 SIZE STANDARD: \$5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO RE DIV SPECIAL PROJECTS RAYMOND SCHWEIGER PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5176 FAX:		CODE E1N0800		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SCOPE OF WORK**ADDENDUM**

To

Scope of Title Work and Services Listed
in Price Schedule or Elsewhere in Contract

A. Preliminary Title/Commitment Submittal**B. Closing Services****C. Final Title Policy Submittal**

- A.** As part of the preliminary title submittal, contractor shall furnish copies of plats referenced in any portion of the legal description, including the preamble, and shall furnish copies of all items noted as exceptions in Schedule "B" to include any recorded plats or maps referenced in the said noted items as well as other recorded references in these items. Also, contractor shall furnish a copy of source(s) of title (deed, will, etc.) into the owner(s) of the land. Receipt by the Government of the preliminary title/commitment shall be within **ten (10) calendar days** from the contract or order date, unless arrangements are made between the contractor and the Government for earlier delivery.
- B.** (1) In addition to services specified elsewhere, the contractor shall schedule closing with the seller. At the time of closing, the contractor shall have seller execute the Government furnished deed and closing sheet, shall have the deed notarized, and disburse funds. The contractor shall record the deed and pay any recording fees. As part of recordation of the deed, the contractor shall submit to the recorder of deeds the Government completed transfer tax and value form in which the Government will declare an exemption, for the particular State or Commonwealth in which the land is situate. In some instances, it may be appropriate for the contractor to assist in preparing State and county/city transfer tax and value forms.
- (2) In the acquisition of fee parcels, all taxes relating to the property, including but not limited to, school and similar local taxes against the land, and water and sewer charges shall be satisfied or escrowed as necessary before or at closing – to include all liens relating to the same – at no additional charge to the Government. Similarly, the contractor shall discharge all mortgages, judgments, liens and similar monetary encumbrances, with Government funds, obtain releases from all mortgage companies, or appropriate persons or entities, have them recorded, and pay any recording fees. Partial releases in fee acquisitions are acceptable as long as the Government's title is free of the mortgage or lien.
- (3) In fee and in easement acquisitions, the contractor shall satisfy, prior to or at closing, specially listed closing requirements in Schedule "B" (For example, proof that the grantor is single, that sale into the grantor by a corporation was in adherence with the law, etc.)

- (4) Mortgages, judgments, liens and similar monetary encumbrances in easement acquisitions shall be discussed with the Government closing coordinator to determine whether satisfaction of the same, partial releases/subordinations, etc. will be required by the Government.
 - (5) All releases, partial releases, subordinations, etc., whether prepared by the lender or the Contractor, and related recording fees shall be provided at no additional cost to the Government.
 - (6) The closing services by the contractor shall be discussed and arranged with the Government coordinator as necessary to meet the target closing dates for Project scheduling requisites. **However, all closings shall be conducted within thirty (30) days of receipt of final package from the Government coordinator.**
- C. Final title policy(s) shall be delivered thirty (30) days from the closing date (when funds are disbursed which presumably is also the conveyance instrument recording date or very close to it). Originally recorded deeds or deeds of easement shall accompany the delivery of the policy(s); or in the event the recorded conveyance instrument(s) is not yet available from the Recorder's office, copies of the recorded and stamped instrument(s) or official documentation of recording data of liber and folio shall accompany the policy(s). In the latter event, the recorded instrument shall be forwarded to the Government when it is received by the contractor.

ADDENDUM

To

Scope of Title Work and Services Listed
in Price Schedule or Elsewhere in Contract

D. Preliminary Title/Commitment Submittal

E. Closing Services

F. Final Title Policy Submittal

- D. As part of the preliminary title submittal, contractor shall furnish copies of plats referenced in any portion of the legal description, including the preamble, and shall furnish copies of all items noted as exceptions in Schedule "B" to include any recorded plats or maps referenced in the said noted items as well as other recorded references in these items. Also, contractor shall furnish a copy of source(s) of title (deed, will, etc.) into the owner(s) of the land. Receipt by the Government of the preliminary title/commitment shall be within **ten (10) calendar days** from the contract or order date, unless arrangements are made between the contractor and the Government for earlier delivery.
- E. (1) In addition to services specified elsewhere, the contractor shall schedule closing with the seller. At the time of closing, the contractor shall have seller execute the Government furnished deed and closing sheet, shall have the deed notarized, and disburse funds. The contractor shall record the deed and pay any recording fees. As part of recordation of the

deed, the contractor shall submit to the recorder of deeds the Government completed transfer tax and value form in which the Government will declare an exemption, for the particular State or Commonwealth in which the land is situate. In some instances, it may be appropriate for the contractor to assist in preparing State and county/city transfer tax and value forms.

- (6) In the acquisition of fee parcels, all taxes relating to the property, including but not limited to, school and similar local taxes against the land, and water and sewer charges shall be satisfied or escrowed as necessary before or at closing – to include all liens relating to the same – at no additional charge to the Government. Similarly, the contractor shall discharge all mortgages, judgments, liens and similar monetary encumbrances, with Government funds, obtain releases from all mortgage companies, or appropriate persons or entities, have them recorded, and pay any recording fees. Partial releases in fee acquisitions are acceptable as long as the Government's title is free of the mortgage or lien.
- (7) In fee and in easement acquisitions, the contractor shall satisfy, prior to or at closing, specially listed closing requirements in Schedule "B" (For example, proof that the grantor is single, that sale into the grantor by a corporation was in adherence with the law, etc.)
- (8) Mortgages, judgments, liens and similar monetary encumbrances in easement acquisitions shall be discussed with the Government closing coordinator to determine whether satisfaction of the same, partial releases/subordinations, etc. will be required by the Government.
- (9) All releases, partial releases, subordinations, etc., whether prepared by the lender or the Contractor, and related recording fees shall be provided at no additional cost to the Government.
- (6) The closing services by the contractor shall be discussed and arranged with the Government coordinator as necessary to meet the target closing dates for Project scheduling requisites. **However, all closings shall be conducted within thirty (30) days of receipt of final package from the Government coordinator.**

- F. Final title policy(s) shall be delivered thirty (30) days from the closing date (when funds are disbursed which presumably is also the conveyance instrument recording date or very close to it). Originally recorded deeds or deeds of easement shall accompany the delivery of the policy(s); or in the event the recorded conveyance instrument(s) is not yet available from the Recorder's office, copies of the recorded and stamped instrument(s) or official documentation of recording data of liber and folio shall accompany the policy(s). In the latter event, the recorded instrument shall be forwarded to the Government when it is received by the contractor.

<u>Property Address</u>	<u>Property Owner(s)</u>	<u>Block & Lot</u>
827 Morris Street	John Branton	Block 193, Lot 24
829 Morris Street	Paul and Terri Walters	Block 193, Lot 25
605 Brown Street	John and Dolores Banning	Block 193, Lot 40
607 Brown Street	Margaret Haughey	Block 193, Lot 39
609 Brown Street	Louis and Mary Stief	Block 193, Lot 38
611 Brown Street	Richard and Janice Kissick	Block 193, Lot 37

PRICE SCHEDULE

**Six (6) properties, addresses attached hereto,
Welsbach/GGM Superfund Site, Gloucester City, New Jersey**

(To Include Specifications in Attached Addendum to Scope of Work)

ITEM NO.		PRICE
0001	Preliminary Title Policy/ Commitment per ownership	\$ _____
0002	Final Title Policy per ownership	\$ _____
0003	Closing Services per ownership	\$ _____
0004	Title Insurance Premium for Estimated \$90,000 per ownership	\$ _____

TOTAL per ownership \$ _____

.... X 6 ownerships \$ _____

(Company)

BY: _____
(Title of Position)

BY: _____
(Title or Position)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TITLE SERVICES FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: PROVIDE TITLE SERVICES FOR SIX (6) PROPERTIES, WELSBACH/GGM SUPERFUND SITE, GLOUCESTER CITY, NEW JERSEY TO INCLUDE ADDENDUM TO SCOPE OF WORK. LINE ITEMS FOR SIX (6) OWNERSHIPS: (1) PRELIMINARY TITLE POLICY/COMMITMENT PER OWNERSHIP; (2) FINAL TITLE POLICY PER OWNERSHIP; (3) CLOSING SERVICES PER OWNERSHIP; (4) TITLE INSURANCE PREMIUM FOR ESTIMATED \$90,00 PER OWNERSHIP. P.O.C.: RAYMOND SCHWEIGER (410)962-5176, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962- 3529/FAX (410)962-0933 PURCHASE REQUEST NUMBER: W81W3G-3093-6951	1	Lump Sum		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-JUN-2003	1	RE DIV SPECIAL PROJECTS RAYMOND SCHWEIGER PO BOX 1715 BALTIMORE MD 21203-1715 410-962-5176 FOB: Destination	E1N0800

CLAUSES INCORPORATED BY REFERENCE

52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998

252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application

through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)